

Docket No.: 23439-054-402 (Formerly 47382.000112)

PATENT

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of:

John D. DIDOMENICO, *et al.*

Serial No.: 09/709,935

Filed: November 13, 2000

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)
)

Group Art Unit: 3747

Examiner: Not yet assigned

For: REMOTE EMISSIONS SENSING SYSTEM
WITH IMPROVED NO_x DETECTION

Assistant Commissioner for Patents
Washington, D.C. 20231

**PETITION UNDER 37 C.F.R. § 1.47(b) TO COMPLETE FILING
REQUIREMENTS WHEN AN INVENTOR REFUSES TO SIGN OR CANNOT
BE REACHED**

Sir:

This Petition Under 37 C.F.R. § 1.47(b) To Complete Filing Requirements When An Inventor Refuses To Sign Or Cannot Be Reached is being filed in response to the Notice to File Missing Parts, mailed March 2, 2001. The following items are enclosed.

1. A petition fee of \$130;
2. A Joint Declaration For Patent Application signed by Christopher Cuneo (Registration Number 42,450) and including the last known addresses of the inventors;
3. A Statement Of Facts In Support Of Filing On Behalf Of The Non-Signing Inventors including the affidavit of Mr. Niranjana Vescio indicating that the filing is necessary to preserve the rights of the parties;

4. A Statement Establishing The Proprietary Interest of **Envirotest Systems Corporation** including the employee agreements signed by each inventor and indicating the inventor's obligation to assign the invention to **Envirotest Systems Corporation**.

PETITION

The named inventors in this application, JOHN DIDOMENICO, JAMES H. JOHNSON and CRAIG S. RENDAHL, have refused to execute the Oath or Declaration necessary to complete the filing. Therefore, **Envirotest Systems Corporation (ESC)**, the rightful owner of the entire right title and interest of the present application have filed this Petition in accordance with 37 C.F.R. § 1.47 and MPEP §§ 409.01-409.03(j).

Respectfully submitted,

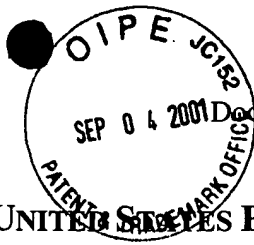
Mintz Levin Cohn Ferris Glovsky and Popeo, PC

Dated:

By: 

Christopher J. Cuneo
Registration No. 42,450

Mintz Levin Cohn Ferris Glovsky and Popeo, PC
11911 Freedom Drive, Suite 400
Reston, VA 20190
Telephone (703) 464-8159
Facsimile (703) 464-4895



Patent

Docket No.: 23439-054-402 (Formerly 47382.000112)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of:)
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John D. DIDOMENICO, *et al.*) Group Art Unit: 3747
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Serial No.: 09/709,935) Examiner: Not yet assigned
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Filed: November 13, 2000)
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For: REMOTE EMISSIONS SENSING SYSTEM
WITH IMPROVED NO_x DETECTION

Assistant Commissioner for Patents
Washington, D.C. 20231

**STATEMENT OF FACTS IN SUPPORT OF FILING ON BEHALF OF
NONSIGNING INVENTORS**

This is a statement of the facts relied upon to establish the diligent efforts to secure the execution of the Joint Declaration For Patent Application by the non-signing inventors for the above identified patent application. Also included is a statement of facts relied upon to show that this petition is necessary to preserve the rights of the parties and prevent irreparable damage.

The declarations and affidavits included with this statement are made by persons with first-hand knowledge of the facts recited therein.

Attached is the affidavit of **Niranjan Vescio** and sets forth facts pertaining to the necessity of this petition to preserve the rights of the parties and prevent irreparable damage.

Additional facts are set forth below.

I, Christopher Cuneo declare that:

1. On information and belief, JOHN DIDOMENICO, JAMES H. JOHNSON AND CRAIG S. RENDAHL were employees of **Environmental Systems Corp.** or its predecessors in interest (referred to herein as **ESC**).
2. On information and belief, during their tenure at ESC, JOHN DIDOMENICO, JAMES H. JOHNSON AND CRAIG S. RENDAHL developed the invention that is the subject of the present application.
3. A provisional patent application (serial no. **60/100,913**), from which the present application claims priority, was filed on **September 17, 1998**.
4. On information and belief, subsequent to **September 17, 1998**, JOHN DIDOMENICO AND CRAIG S. RENDAHL terminated their employment with ESP and joined **SPX Corporation**, a direct competitor of **ESC**.
5. On information and belief SPX employs Mr. Rendahl and Mr. DiDomenico to develop products intended to compete with ESC products.
6. On information and belief, subsequent to **September 17, 1998**, JAMES H. JOHNSON terminated his employment with ESC.
7. On information and belief, MR. DIDOMENICO, JAMES H. JOHNSON AND MR. RENDAHL have refused, either explicitly or by conduct, to execute the Joint Declaration For Patent Application.
8. On information and belief, on January 23, 2001, Devin S. Morgan, an agent of the firm previously responsible for the prosecution of this application, sent a letter by

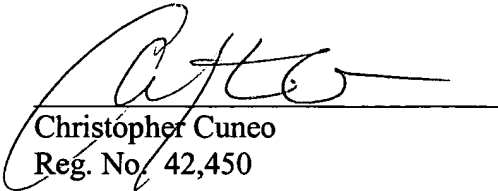
certified mail to the last known address for James H. Johnson. Copies of the letter, the envelope, and the certified mail receipt are attached.

9. On or about January 25, 2001 the above letter to Mr. Johnson was returned due to an expired forwarding order.
10. On information and belief, in or about February 2000, John DiDomenico broke off correspondence with Kevin Dunleavy, an agent of the firm previously responsible for prosecution of this application.
11. On or about September 21, 2000, I contacted John DiDomenico via electronic mail in order to renew discussions about executing the Joint Declaration For Patent Application.
12. On September 21, 2000 John DiDomenico sent an electronic mail message indicating that he not be contacted at addresses associated with SPX (attached).
13. In response to John DiDomenico's September 21, 2000 electronic mail, I attempted to contact John DiDomenico to establish an address at which he would receive correspondence. Mr. DiDomenico never supplied such an address.
14. On information and belief, on January 23, 2001 Devin Morgan sent a letter to John DiDomenico via certified mail to Mr. DiDomenico's last known home address. Copies of the letter, receipt, and envelope are attached.
15. On information and belief, the letter was returned on or about February 2001 with the envelope marked as "unclaimed."
16. On information and belief, Kevin Dunleavy had been corresponding with Craig S. Rendahl on or about March 2000 in an attempt to have Mr. Rendahl execute the declaration for patent application.

17. On information and belief, in about August 2001, Craig S. Rendahl indicated a willingness to execute the declaration for patent application upon receipt of an Information Disclosure Statement ("IDS") listing the prior art of which he alleged to be aware.
18. On or about October 2000, I sent via electronic mail, copies of IDSs listing the prior art alleged by Craig S. Rendahl and a request to execute the declaration for patent application. I sent a follow up electronic mail message enclosing the IDSs in the Spring of 2001.
19. To date, Mr. Rendahl has not returned an executed Joint Declaration For Patent Application.
20. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Date: _____

9/4/01



Christopher Cuneo
Reg. No. 42,450

RES 48196v1

HUNTON
WILLIAMS



1900 K STREET, N.W.
WASHINGTON, D.C. 20006-1109

TEL 202 • 955 • 1500
FAX 202 • 778 • 2201

DEVIN S. MORGAN
DIRECT DIAL: 202 • 955 • 1965
EMAIL: dmorgan@hunton.com

January 23, 2001

FILE NO: 47382.000060

Via Certified Mail

Mr. James H. Johnson
4401 W. Crestview Road
Tucson, AZ 85745

Dear Mr. Johnson;

I am an attorney working for Environmental Systems Products, Inc., the parent company of Envirotech Systems Corp. and other related entities. I am assisting ESP with various matters related to its patent portfolio. During your time as an employee of ESP's family of companies, you were involved in the invention of several new technologies for which ESP is seeking or has sought patent protection. ESP requests your continued assistance in securing its patent rights.

Specifically, ESP needs your assistance reviewing and executing various documents related to patent applications for technologies you assisted in pioneering. Please contact me at your earliest convenience so that we can make arrangements for you to review and execute the necessary documents.

Patent rights and the administrative procedures for securing patent rights are costly and time sensitive. Any delay on your part may generate additional expenses for ESP and could jeopardize the company's valuable patent rights. I understand that you are probably busy with other things, but please make every effort to respond to me as soon as possible. I remind you of your continuing duty, pursuant your former employment, to assist ESP in securing its patent rights.

Thank you for your time and assistance in this matter.

Sincerely,

Hunton & Williams

A handwritten signature in black ink, appearing to read "D. S. Morgan", with a long, sweeping horizontal line extending to the right.

Devin S. Morgan

Z 597 422 823

US Postal Service
Receipt for Certified Mail
 No Insurance Coverage Provided.
 Do not use for International Mail (See reverse)

Sent to	James H. Johnson	
Street & Number	4401 W. Crestview Rd	
Post Office, State, & ZIP Code	Tucson, AZ 85745	
Postage	\$	34
Certified Fee		1.90
Special Delivery Fee		
Restricted Delivery Fee		
Return Receipt Showing to Whom & Date Delivered		1.50
Return Receipt Showing to Whom, Date, & Addressee's Address		
TOTAL Postage & Fees	\$	3.74
Postmark or Date	1/23/01	

PS Form 3800, April 1995

CERTIFIED

1900 K STREET, N.W.
 WASHINGTON, D.C. 20006-1109

**HUNTON &
 WILLIAMS**

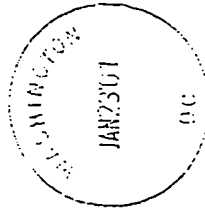


Devon Morgan

Mr. James H. Johnson
 4401 W. Crestview Road
 Tucson, AZ 85745

Z 597 422 823

MAIL



US POSTAGE
 0374
 PERMIT NO. 4670 DC

JAN 25 2001

JAN 25 2001

YOUR MAILING ORDER EXPIRES

NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES

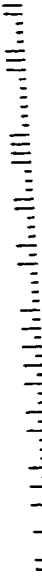
☐ ADDITIONAL ADDRESSES

☐ ADDITIONAL ADDRESSES

☐ ADDITIONAL ADDRESSES

☐ ADDITIONAL ADDRESSES

☐ VACANT



85745-9211-22

From: John DiDomenico [mailto:jdidomen@spxateg.com]
Sent: Thursday, September 21, 2000 1:56 PM
To: Cuneo, Chris; CRendahl@spxateg.com
Cc: Gatto, Jim; Aksman, Stanislaus
Subject: Re: Envirotest Patent Applications

Please, do NOT sent me any communications for any reason to
any e-mail or
street address that belong to SPX Corporation.

John



1900 K STREET, N.W.
WASHINGTON, D.C. 20006-1109

TEL 202 • 955 • 1500
FAX 202 • 778 • 2201
DEVIN S. MORGAN
DIRECT DIAL: 202 • 955 • 1965
EMAIL: dmorgan@hunton.com

January 23, 2001

Via Certified Mail

FILE NO: 47332.000060

Mr. John DiDomenico
8810 E. Bear Paw Place
Tucson, AZ 85749

Dear Mr. DiDomenico;

We have previously contacted you with regard to various patent related matters for Environmental Systems Products, Envirotech Systems Corp, and other related entities (collectively "ESP"). Specifically, your assistance is needed reviewing and executing various documents related to patent applications for technologies you helped pioneer while employed with one or more ESP related entities.

We have requested your assistance with review and execution of documents related to each of the following applications: "REMOTE EMISSIONS SENSING SYSTEM WITH IMPROVED NO_x DETECTION," "VEHICULAR RUNNING LOSS DETECTION SYSTEM," "REMOTE EMISSIONS SENSING SYSTEM AND METHOD WITH A COMPOSITE BEAM OF IR AND UV RADIATION THAT IS NOT SPLIT FOR DETECTION," "REMOTE VEHICLE EMISSION SENSING DEVICE WITH SINGLE DETECTOR," "MULTILANE REMOTE SENSING DEVICE," and "EXHAUST OPACITY MEASURING DEVICE." However, you have been unresponsive to most of our correspondence. We have yet to receive the necessary documents from you in any of the above referenced cases.

Most recently, you expressed some concerns related to prior art for and commercialization of one or more inventions described in the applications listed above. Chris Cuneo contacted you via electronic mail on September 21, 2000 in an attempt to work with you to present the facts forming the basis of your concerns to the U.S. Patent and Trademark Office (PTO). Our hope was to amicably resolve your concerns, cite any necessary prior art to the PTO, and allow the legal scope of the patent applications to be determined by the PTO. You replied that you did not wish us to contact you at your place of business. However, you have refused to provide an alternate means of contacting you, as we requested. We are sending this letter to your residential address in hopes that you will be amenable to further communications through this channel.

In addition to renewing our prior requests, we request your assistance with an application for reissue of U.S. Patent No. 5,812,249, entitled "SPEED AND ACCELERATION

HUNTON &
WILLIAMS

Mr. John DiDomenico

January 23, 2001

Page 2

MONITORING DEVICE USING VISIBLE LASER BEAMS. You are one of the inventors on this patent and previously executed a declaration and assignment relating to it. Because we are applying for a broadening reissue, a new declaration must be submitted. A copy of the issued patent, the reissue claims and the reissue declaration are enclosed for your review and signature. Please review the patent and claims, sign the declaration, and return it to me.

Patent rights and the administrative procedures for securing patent rights are costly and time sensitive. Any delay on your part may generate additional expenses for ESP and could jeopardize ESP's valuable patent rights. I understand that you may now have competing interests. I remind you of your continuing duty, pursuant your former employment, to assist ESP in securing its patent rights. As you may be aware, if you refuse to assist ESP, PTO rules provide a vehicle for protecting ESP's rights. We intend to take whatever steps are necessary on behalf of ESP to protect their rights. We continue to be willing to make every reasonable effort to resolve any issues you may have and seek a speedy resolution to this matter.

Please contact me at your earliest convenience so that we may work to a resolution of these matters. Thank you for your time and assistance.

Sincerely,

Hunton & Williams

A handwritten signature in dark ink, appearing to read "D. S. Morgan", with a long, sweeping horizontal line extending to the right.

Devin S. Morgan

Z 597 421 763

US Postal Service

Receipt for Certified Mail

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to		John DiDomenico
Street & Number		8810 E. Bear Paw Pl.
Post Office, State, & ZIP Code		Tucson AZ 85749
Postage	\$	34
Certified Fee		1.90
Special Delivery Fee		
Restricted Delivery Fee		
Return Receipt Showing to Whom & Date Delivered		1.50
Return Receipt Showing to Whom, Date, & Addressee's Address		
TOTAL Postage & Fees	\$	
Postmark or Date		\$ 3.74

PS Form 3800, April 1995

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WILLIAMS

1900 K STREET, N.W.
WASHINGTON, D.C. 20006-1109

CERTIFIED

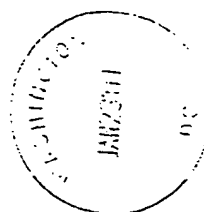
Z 597 421 763

MAIL

Mr. John DiDomenico
8810 E. Bear Paw Place
Tucson, AZ 85749

UNCLAIMED

TO
Devon
Morgan



U.S. POSTAGE
0374
JAN 23 1991

NK
1/25/91
1/30/91

A5749-A336 1A




Declaration of Niranjan Vescio

I, Niranjan Vescio, hereby declare the following:

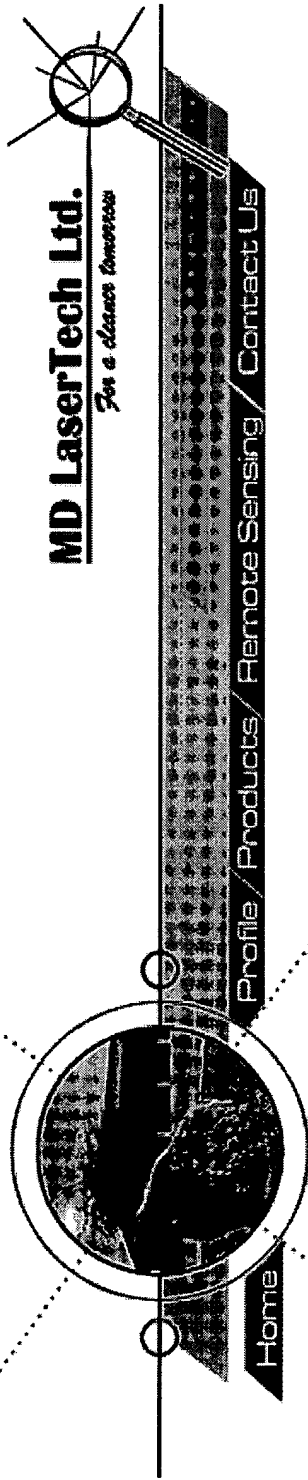
1. I am an employee of Envirotech Systems Corporation (ESC). My responsibilities include monitoring competitors.
2. On information and belief, John DiDomenico, and Craig S. Rendahl are employed by SPX Corporation (SPX) to develop products that directly compete with ESC products.
3. On information and belief, James H. Johnson was employed by MD LaserTech, LTD. (MD Laser) to develop products that compete with ESC products.
4. I have personally witnessed presentations, obtained promotional material and had discussions with other industry personnel that substantiate my belief that SPX and MD Laser are developing competing products.
5. At the 2000 CRC conference in San Diego, California, I personally witnessed Mr. Rendahl deliver a presentation in which he highlighted various aspects of SPX's plan to design, manufacture and market a remote sensing device to compete against ESP products.
6. At the 2001 CRC conference, I witnessed SPX present a poster that described progress made in the development of their remote sensing device. At that conference I witnessed Mr. John DiDomenico, as chief engineer for SPX, describe some of SPX's technical achievements. I also witnessed Dr. Glan Sachse, a NASA collaborator, elaborate on some of the technical aspects of SPX's products which are being developed to compete against ESP's remote sensing device.

7. I have visited the SPX website page (<http://www.shareholder.com/spx/news/20000719-18037.cfm>) (copy attached) that announces SPX's license to use NASA technology to develop a remote sensing device which will compete against ESP products. This same announcement quotes Mr. Rendahl as saying "we expect to begin manufacturing a highly enhanced remote sensing device before the end of 2001."
8. I have visited the MD Laser website (<http://www.md-lasertech.com/profile.html>) (copy attached) that describes MD Laser's products that are designed to compete with ESP products.
9. I have obtained a promotional CD-ROM disk that describes SPX's interest in developing a remote sensing device that competes with ESP products.
10. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Date: Aug. 1, 2001


Niranjana Vescio
Title: Technical Marketing Director

Remote Sensing Systems



MD LaserTech Ltd.

For a cleaner tomorrow

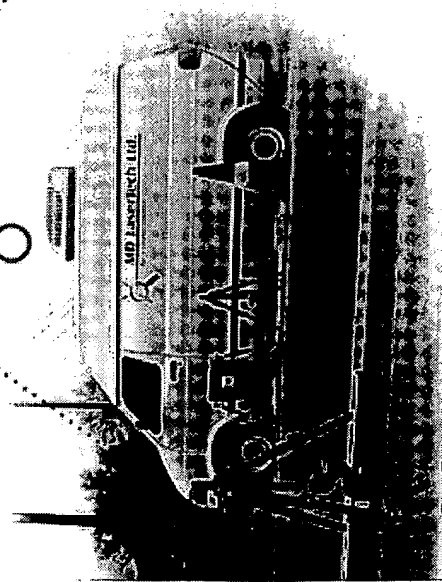
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Company Profile

MD LaserTech was founded in 1998 to provide high quality remote sensing services and technology to states and government agencies as a complement their vehicle emissions control programs.

Highly experienced remote sensing and emissions systems development personnel founded MD LaserTech. The team has many years experience in the development, deployment, manufacture and operation of vehicle emissions testing and remote sensing technology and equipment.

MD LaserTech offers the industry's most advanced remote sensing systems for 2-Gas, 4-Gas and diesel opacity emissions analysis. In addition to products for emissions applications, MD LaserTech also offers advanced remote sensing systems for speed limit enforcement.



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SPX Corporation

SPX Corp

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Press Releases

SPX Service Solutions to Adapt Nasa Satellite Technology to Monitor Vehicle Pollution

KALAMAZOO, MICHIGAN - JULY 19, 2000 – SPX Service Solutions, a unit of SPX Corporation (NYSE:SPW) today announced that it has received the exclusive license to use patented NASA technology for use in developing a new remote sensing device to monitor motor vehicle exhaust.

Cities and states may soon have a new high-tech tool in the battle against automotive air pollution, thanks to NASA satellite technology originally developed to track global greenhouse gases and the Earth's protective ozone layer. As envisioned, NASA's atmospheric remote sensing technology will be adapted to an autonomous roadside system to monitor motor vehicle emissions.

Cars and trucks will pass through a low-power light beam, without stopping or slowing down. Space-age sensor technology will instantly analyze vehicle exhaust pollutants important to local and state governments working to meet federally mandated air quality standards.

"Taking an accurate reading of several exhaust products as a car passes by is a formidable challenge. We want to take a measurement of all the gases of interest every one thousandth of a second over a period of a half-second. Fortunately, our newest remote sensing technology has that capability," said Glen Sachse, senior research scientist at NASA Langley Research Center, Hampton, VA. Sachse is one of six team members who invented the highly sensitive electro-optical system at the core of the technology.

"Remote testing of vehicle exhaust will provide governments around the world with a fast, efficient and low-cost method to identify and reduce motor vehicle air pollution and greenhouse gases, which account for approximately half of all air pollution," said Craig Rendahl, Remote Sensing business leader for SPX Service Solutions.

"With the number of vehicles on the road increasing every year, we believe there is a significant global market for technology of this nature," said Rendahl. "SPX will offer a basic unit which will be available at the end of 2000. With the help of NASA, we expect to begin manufacturing a highly enhanced remote sensing device before the end of 2001. This second-generation product will contain many other features, including the capability to test heavy-duty diesel vehicles."

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of:)
)
John D. DIDOMENICO, *et al.*) Group Art Unit: 3747
)
Serial No.: 09/709,935) Examiner: Not yet assigned
)
Filed: November 13, 2000)

For: REMOTE EMISSIONS SENSING SYSTEM
WITH IMPROVED NO_x DETECTION

Assistant Commissioner for Patents
Washington, D.C. 20231

STATEMENT ESTABLISHING A PROPRIETARY INTEREST

I, **Christopher Cuneo**, residing at **15657 Limestone School Rd., Leesburg, VA 20176**, am the person signing the declaration on the above-identified application on behalf of the non-signing inventor(s) and make this statement as to the facts establishing the proprietary interest of **Envirotest Systems Corp. (ESC)**.

The proprietary interest of in this invention belongs to:

Environmental Systems Products Holdings, Inc.

11 Kripes Road

East Gramby, Connecticut 06026

Through its subsidiary:

Envirotest Systems Corporation

2002 N. Forbes Boulevard

Tucson, Arizona 85745-1446

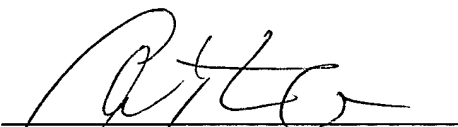
I am authorized to sign on behalf of ESC, as per the authorization of General Counsel, Laurence D. Hurwitz, Esq. (copy of email authorization attached).

I establish proprietary interest by attaching a copy of the agreements whereby each of the non-signing inventors agreed to assign this invention.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Date: _____

9/4/01



Christopher Cuneo
Reg. No. 42,450

RES 48204v1



Cuneo, Christopher J.

From: Larry.Hurwitz@etest.com
Sent: Wednesday, August 29, 2001 5:13 PM
To: Cuneo, Christopher J.
Subject: RE: CONFIDENTIAL

Sensitivity: Confidential

Consider this as authorization to sign on behalf of the company.

-----Original Message-----

From: Cuneo, Christopher J. [mailto:CJCuneo@Mintz.com]
Sent: Wednesday, August 29, 2001 5:07 PM
To: Laurence D. Hurwitz (E-mail)
Subject: CONFIDENTIAL
Importance: High
Sensitivity: Confidential

CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGED

Dear Larry,

We are preparing petitions to the Commissioner of the U.S. Patent Office that, if granted, will enable eSP to prosecute the patent applications filed in the names of John DiDomenico and the other ex-employees. As part of the petitions we will need to file a declaration on behalf of the inventors that must be signed by either an authorized officer of eSP or a registered patent attorney with authorization to sign on behalf of the company.

As we will be preparing a number of these petitions, I believe it would be easier logistically if eSP authorizes the following registered patent attorneys and agents to execute the declarations:

James G. Gatto
Christopher J. Cuneo
Raphael A. Valencia
Brian S. Rosenbloom
Bradford C. Blaise

The above people work in Mintz Levin's Reston office under Jim's supervision. Authorization may be granted via response to this email. We need authorization as soon as possible as some of these petitions are due in early September. If you have any questions or comments, please do not hesitate to contact me.

Thanks,

-Chris

Christopher Cuneo
Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
One Fountain Square
11911 Freedom Drive
Reston, Virginia 20190
Telephone: 703-464-8159
Facsimile: 703-464-4895
email: ccuneo@mintz.com

As a condition and in consideration of my employment by Envirotech Systems Corp., Inc., or any direct or indirect parent of it or any direct or indirect subsidiary of any of them, their successors or assigns (hereinafter referred to collectively as the Employer), I, the Employee named below, agree as follows:

1. Unless the Employer has acquired specific authorization, I will not disclose to or use in my work with the Employer any proprietary information of others, including any of my prior employers.

2. I will not, either during or after my employment, use, publish or otherwise disclose, except for the Employer's benefit in course of such employment, any technical or business information developed by, for or at the expense of the Employer, or assigned or entrusted to the Employer by me or anyone else, unless such information is generally known outside of the Employer; and I will deliver to or leave with the Employer all written and other materials containing such information upon termination of my employment.

3. I agree that all trade secrets, all inventions, all works of authorship (including illustrations, writings, mask works, software and computer programs), and all other business or technical information created or conceived by me, either alone or with others, while employed by the Employer and related to the existing or contemplated business or research of the Employer or resulting from my work with the Employer, belong to the Employer. Until proven otherwise, any invention shall be presumed to have been conceived during such employment if within one (1) year after termination of such employment it is disclosed to others, or it is completed, or it has a patent application filed thereon.

4. I will promptly disclose to the Employer all trade secrets, inventions, works of authorship, and information which belong to the Employer under paragraph 3 above; and I will assign to the Employer, or to others as directed by the Employer, all of my interest in such inventions and works of authorship, and I will execute any papers and do any acts which the Employer may consider necessary to secure to it any and all rights relating to such inventions and works of authorship, including all patents and copyrights (and renewals thereof) in any country.

5. I understand that the Employer agrees to pay to me, in addition to my salary and wages, the sum of One Hundred Dollars (\$100) upon the granting of a United States Patent on an invention assigned under the provisions of paragraph 4.

This agreement supersedes all prior oral or written agreements and is effective with respect to the subject matter hereof subsequent to the date executed. This Agreement does not alter nor shall it be deemed to alter, the employment relationship, whether at-will or contractual, between the Employer and the Employee.

I acknowledge receipt of an executed copy of this Agreement. This Agreement is executed this ___ day of 4/01 1996 at ASTI, INC., TUCSON, AZ

ENVIROTEST SYSTEMS CORP.

by

Print Name JOHN DiDOMENICO

Title MANAGER OF ENGINEERING

EMPLOYEE

Signature [Signature]

Print Name CHRIS S. RENDALL

Address 10337 N ORACLE RD, 100 VALLEY, AZ 85737

JAMES W. JOHNSON

INTELLECTUAL PROPERTY AGREEMENT

As a condition and in consideration of my employment by Envirotech Systems Corp., Inc., or any direct or indirect parent of it or any direct or indirect subsidiary of any of them, their successors or assigns (hereinafter referred to collectively as the Employer), I, the Employee named below, agree as follows:

1. Unless the Employer has acquired specific authorization, I will not disclose to or use in my work with the Employer any proprietary information of others, including any of my prior employers.

2. I will not, either during or after my employment, use, publish or otherwise disclose, except for the Employer's benefit in course of such employment, any technical or business information developed by, for or at the expense of the Employer, or assigned or entrusted to the Employer by me or anyone else, unless such information is generally known outside of the Employer; and I will deliver to or leave with the Employer all written and other materials containing such information upon termination of my employment.

3. I agree that all trade secrets, all inventions, all works of authorship (including illustrations, writings, mask works, software and computer programs), and all other business or technical information created or conceived by me, either alone or with others, while employed by the Employer and related to the existing or contemplated business or research of the Employer or resulting from my work with the Employer, belong to the Employer. Until proven otherwise, any invention shall be presumed to have been conceived during such employment if within one (1) year after termination of such employment it is disclosed to others, or it is completed, or it has a patent application filed thereon.

4. I will promptly disclose to the Employer all trade secrets, inventions, works of authorship, and information which belong to the Employer under paragraph 3 above; and I will assign to the Employer, or to others as directed by the Employer, all of my interest in such inventions and works of authorship, and I will execute any papers and do any acts which the Employer may consider necessary to secure to it any and all rights relating to such inventions and works of authorship, including all patents and copyrights (and renewals thereof) in any country.

5. I understand that the Employer agrees to pay to me, in addition to my salary and wages, the sum of One Hundred Dollars (\$100) upon the granting of a United States Patent on an invention assigned under the provisions of paragraph 4.

This agreement supersedes all prior oral or written agreements and is effective with respect to the subject matter hereof subsequent to the date executed. This Agreement does not alter nor shall it be deemed to alter, the employment relationship, whether at-will or contractual, between the Employer and the Employee.

I acknowledge receipt of an executed copy of this Agreement. This Agreement is executed this 0625 day of 1994 at ucson AZ.

ENVIROTEST SYSTEMS CORP.

by Peter Mikalakis
Print Name P. Mikalakis
Title HR Associate

EMPLOYEE

Signature James W. Johnson
Print Name JAMES W. JOHNSON
Address 1950 QUAIL COURT
WOODBRIDGE IL 60099

Di Domenico P.04

INTELLECTUAL PROPERTY AGREEMENT

As a condition and in consideration of my employment by Envirotech Systems Corp., Inc., or any direct or indirect parent of it or any direct or indirect subsidiary of any of them, their successors or assigns (hereinafter referred to collectively as the Employer), I, the Employee named below, agree as follows:

1. Unless the Employer has acquired specific authorization, I will not disclose to or use in my work with the Employer any proprietary information of others, including any of my prior employers.

2. I will not, either during or after my employment, use, publish or otherwise disclose, except for the Employer's benefit in course of such employment, any technical or business information developed by, for or at the expense of the Employer, or assigned or entrusted to the Employer by me or anyone else, unless such information is generally known outside of the Employer; and I will deliver to or leave with the Employer all written and other materials containing such information upon termination of my employment.

3. I agree that all trade secrets, all inventions, all works of authorship (including illustrations, writings, mask works, software and computer programs), and all other business or technical information created or conceived by me, either alone or with others, while employed by the Employer and related to the existing or contemplated business or research of the Employer or resulting from my work with the Employer, belong to the Employer. Until proven otherwise, any invention shall be presumed to have been conceived during such employment if within one (1) year after termination of such employment it is disclosed to others, or it is completed, or it has a patent application filed thereon.

4. I will promptly disclose to the Employer all trade secrets, inventions, works of authorship, and information which belong to the Employer under paragraph 3 above; and I will assign to the Employer, or to others as directed by the Employer, all of my interest in such inventions and works of authorship, and I will execute any papers and do any acts which the Employer may consider necessary to secure to it any and all rights relating to such inventions and works of authorship, including all patents and copyrights (and renewals thereof) in any country.

5. I understand that the Employer agrees to pay to me, in addition to my salary and wages, the sum of One Hundred Dollars (\$100) upon the granting of a United States Patent on an invention assigned under the provisions of paragraph 4.

This agreement supersedes all prior oral or written agreements and is effective with respect to the subject matter hereof subsequent to the date executed. This Agreement does not alter nor shall it be deemed to alter, the employment relationship, whether at-will or contractual, between the Employer and the Employee.

I acknowledge receipt of an executed copy of this Agreement. This Agreement is executed this 25TH day of April 1994 at Tucson AZ.

ENVIROTEST SYSTEMS CORP.

by P. Mikalakis
Print Name P. Mikalakis
Title HR. Associate

EMPLOYEE

Signature [Signature]
Print Name JOHN DiDOMENICO
Address 1425 BRANDYWINN

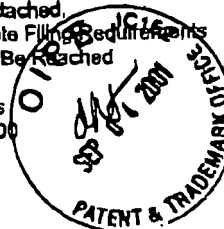
AVONQUIN, IL 60102

TOTAL P.04

TOTAL P.04

Atty Docket No.: 23439-054-402**Inventor(s): John D. Didomenico, et al.****Serial No.: 09/709,935****Filing Date: November 13, 2000****Title:****REMOTE EMISSIONS SENSING SYSTEM WITH
IMPROVED NO_x DETECTION****Documents Filed:**

1. Petition for Extension of Time Under 37 C.F.R. 1.136(a)
2. Response to Notice to File Missing Parts w/copy of Notice to File Missing Parts of Nonprovisional Application attached
3. Petition Under 37 C.F.R. § 1.47(b) To Complete Filing Requirements When An Inventor Refuses to Sign or Cannot Be Reached (w/attachments)
4. Notice of Change of Correspondence Address
5. Checks in the amount of \$260.00 and \$1390.00
6. Transmittal letter

**VIA HAND DELIVERY****Sender's Initials: cjc/eam****Date: September 4, 2001**

MINTZ, LEVIN, COHN, FERRIS, 08-99
GLOVSKY AND POPEO, P.C.
11911 FREEDOM DRIVE
SUITE 400
RESTON, VA 20190

UNITED BANK
A SUBSIDIARY OF UNITED BANKSHARES, INC.
68-444/560 - 871

2368


9/4/2001

PAY TO THE
ORDER OF Director Of Patents & Trademarks Office

\$ **260.00

Two Hundred Sixty and 00/100

DOLLARS

 Security features
included.
Details on back.

Dir of U.S. Patent & Trademark Offi

N/A

MEMO 23439-054: Envirotech: Petition & Response to Notice to fil

⑈002368⑈ ⑆056004445⑆ 04326 2307⑈

MINTZ, LEVIN, C HN, FERRIS, 08-99
GLOVSKY AND POPEO, P.C
11911 FREEDOM DRIVE
SUITE 400
RESTON, VA 20190

UNITED BANK
A SUBSIDIARY OF UNITED BANKSHARES, INC.
68-444/580 - 871

2369

9/4/2001

PAY TO THE
ORDER OF Director Of Patents & Trademarks Office

\$ 1,390.00

One Thousand Three Hundred Ninety and 00/100

Dir of U.S. Patent & Trademark Offi

N/A

DOLLARS
Security features
included.
Details on back.

MEMO 23439-054; Enrirotest; Extension of Time - Late Filing Fee

⑈002369⑈ ⑆056004445⑆ 04326 2307⑈

PATENT

Docket No.: 23439-054-402

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

IN RE APPLICATION OF:
JOHN D. DIDOMENICO, et al.

SERIAL NO.: 09/709,935

Group Art Unit: 3747

FILED: November 13, 2000

Examiner: *Not yet assigned*FOR: REMOTE EMISSIONS SENSING SYSTEM WITH IMPROVED NO_x DETECTION

FAX RECEIVED

DEC 07 2001

BOX MISSING PARTS
Assistant Commissioner for Patents
Washington, D.C. 20231

PETITIONS OFFICE

TRANSMITTAL LETTER

Sir:

Transmitted herewith for filing in the present application are the following documents:

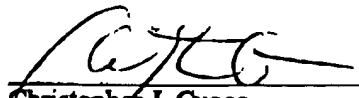
1. Petition for Extension of Time Under 37 C.F.R. 1.136(a)
2. Response to Notice To File Missing Parts with copy of Notice to File Missing Part of Nonprovisional Application attached.
3. Petition Under 37 C.F.R. § 1.47(b) To Complete Filing Requirements When An Inventor Refuses to Sign or Cannot Be Reached with attachments.
4. Notice of Change of Correspondence Address
5. Checks in the amount of \$260.00 and \$1390.00
6. Return Postcard.

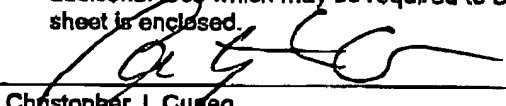
Our check for \$260.00 is enclosed covering any required fees. In the event any variance exists between the amount enclosed and the Patent and Trademark Office charges, please charge or credit the difference to our Deposit Account 50-0311, Reference No. 23439-054-402. A duplicate copy of this letter is enclosed for that purpose.

If the enclosed papers are considered incomplete, the Mail Room is respectfully requested to contact the undersigned at (703) 464-8159.

Date: September 4, 2001

Respectfully submitted,


Christopher J. Cuneo
Registration No. 42,450
Mintz, Levin, Cohn, Ferris,
Glovsky and Popeo, P.C.
11911 Freedom Drive, Suite 400
Reston, Virginia 20190
Attorney for Applicant

PETITION FOR EXTENSION OF TIME UNDER 37 C.F.R. 1.136(a)			Docket No. 23439-054-402
In re Applicati n of: JOHN D. DIDOMENICO, et al.			
Serial No. 09/709,935	Filing Date November 13, 2000	Examiner Not yet assigned	Group Art Unit 3747
Invention: REMOTE EMISSIONS SENSING SYSTEM WITH IMPROVED NO _x DETECTION			
<u>TO THE ASSISTANT COMMISSIONER FOR PATENTS</u>			
This is a request under the provisions of 37 C.F.R. 1.136(a) to extend the period for filing a response to the Office Action of <u>March 2, 2001</u> in the above-identified application.			
The requested extension is as follows:			
<input type="checkbox"/> One month <input type="checkbox"/> Two months <input type="checkbox"/> Three months <input checked="" type="checkbox"/> Four months <input type="checkbox"/> Five months			
The requested extension is as follows:			
<input checked="" type="checkbox"/> Large entity			
<input type="checkbox"/> Small entity			
Verified statement of small entity status as a small entity under 37 C.F.R. 1.27:			
<input type="checkbox"/> Is enclosed.			
<input type="checkbox"/> Has already been filed in this application.			
The fee for the extension of time is <u>\$1390.00</u> and is to be paid as follows:			
<input checked="" type="checkbox"/> A check in the amount of the fee is enclosed.			
<input type="checkbox"/> Charge the amount of the fee to Deposit Account No. 50-0311. A duplicate copy of this sheet is enclosed			
<input checked="" type="checkbox"/> The Commissioner is hereby authorized to charge any fees which may be required, or credit any overpayment, to Deposit Account No. 50-0311.			
<input checked="" type="checkbox"/> If an additional extension of time is required, please consider this a petition therefor and charge any additional fees which may be required to Deposit Account No. 50-0311. A duplicate copy of this sheet is enclosed.			
 Christopher J. Cuneo MINTZ, LEVIN, COHN, FERRIS, GLOVSKY AND POPEO P.C. 11911 Freedom Drive, Suite 400 Reston, Virginia 20190 (703) 464-4800		Dated: <u>September 4, 2001</u>	

RES 51611v1

FAX RECEIVED
DEC 07 2001
PETITIONS OFFICE

Patent
Attorney Docket No.: 23439-054-402

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANTS : JOHN D. DIDOMENICO, et al.
SERIAL NUMBER : 09/709,935 EXAMINER : Not assigned
FILING DATE : November 13, 2000 ART UNIT : 3747
FOR : REMOTE EMISSIONS SENSING SYSTEM WITH IMPROVED NO_x
DETECTION

BOX MISSING PARTS
Assistant Commissioner for Patents
Washington, D.C. 20231

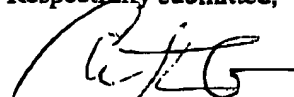
FAX RECEIVED**DEC 07 2001****PETITIONS OFFICE****RESPONSE TO NOTICE TO FILE MISSING PARTS**

Sir:

In response to the Notice To File Missing Parts mailed March 2, 2001, Applicant submits herein payment of the surcharge fee (\$130.00) set forth in 37 CFR 1.16(e). Also submitted herein is a Petition Under 37 C.F.R. § 1.47(b) To Complete Filing Requirements When An Inventor Refuses To Sign Or Cannot Be Reached, together with a copy of the Notice to File Missing Parts. Please charge any additional fees that may be due, or credit any overpayment of same, to Deposit Account No. 50-0311, Reference No. 23439-054-402.

Date: September 4, 2001

Respectfully submitted,



Christopher J. Cunco
Registration No. 42,450
Mintz, Levin, Cohn, Ferris,
Glovsky and Popeo, P.C.
11911 Freedom Drive, Suite 400
Reston, Virginia 20190
(703) 464-8159
Attorney for Applicant

RBS 51503v1



UNITED STATES PATENT AND TRADEMARK OFFICE

COMMISSIONER FOR PATENTS
UNITED STATES PATENT AND TRADEMARK OFFICE
WASHINGTON, D.C. 20231
www.uspto.gov

APPLICATION NUMBER	FILING/RECEIPT DATE	FIRST NAMED APPLICANT	ATTORNEY DOCKET NUMBER
09/709,935	11/13/2000	John Didomenico	47382.000112

CONFIRMATION NO. 3776

FORMALITIES LETTER



OC000000005821485

James G Gatto Esq
Hunton & Williams
1900 K Street NW
Washington, DC 20006-1109

Date Mailed: 03/02/2001

NOTICE TO FILE MISSING PARTS OF NONPROVISIONAL APPLICATION

FILED UNDER 37 CFR 1.53(b)

Filing Date Granted

An application number and filing date have been accorded to this application. The item(s) indicated below, however, are missing. Applicant is given TWO MONTHS from the date of this Notice within which to file all required items and pay any fees required below to avoid abandonment. Extensions of time may be obtained by filing a petition accompanied by the extension fee under the provisions of 37 CFR 1.136(a).

- The oath or declaration is missing.
- To avoid abandonment, a late filing fee or oath or declaration surcharge as set forth in 37 CFR 1.16(e) of \$130 for a non-small entity, must be submitted with the missing items identified in this letter.
- The balance due by applicant is \$ 130.

*A copy of this notice **MUST** be returned with the reply.*

Customer Service Center

Initial Patent Examination Division (703) 308-1202

PART 2 - COPY TO BE RETURNED WITH RESPONSE

PATENT
Docket No.: 23439-054-402 (Formerly 47382.000112)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of:

John D. DIDOMENICO, *et al.*

Serial No.: 09/709,935

Filed: November 13, 2000

Group Art Unit: 3747

Examiner: Not yet assigned

For: REMOTE EMISSIONS SENSING SYSTEM
WITH IMPROVED NO_x DETECTION

FAX RECEIVED
DEC 07 2001
PETITIONS OFFICE

Assistant Commissioner for Patents
Washington, D.C. 20231

**PETITION UNDER 37 C.F.R. § 1.47(b) TO COMPLETE FILING
REQUIREMENTS WHEN AN INVENTOR REFUSES TO SIGN OR CANNOT
BE REACHED**

Sir:

This Petition Under 37 C.F.R. § 1.47(b) To Complete Filing Requirements When An Inventor Refuses To Sign Or Cannot Be Reached is being filed in response to the Notice to File Missing Parts, mailed March 2, 2001. The following items are enclosed.

1. A petition fee of \$130;
2. A Joint Declaration For Patent Application signed by Christopher Cuneo (Registration Number 42,450) and including the last known addresses of the inventors;
3. A Statement Of Facts In Support Of Filing On Behalf Of The Non-Signing Inventors including the affidavit of Mr. Niranjana Vescio indicating that the filing is necessary to preserve the rights of the parties;

PATENT

Docket No.: 23439-054-402 (Formerly 47382.000112)

4. A Statement Establishing The Proprietary Interest of **Envirotest Systems Corporation** including the employee agreements signed by each inventor and indicating the inventor's obligation to assign the invention to **Envirotest Systems Corporation**.

PETITION

The named inventors in this application, JOHN DIDOMENICO, JAMES H. JOHNSON and CRAIG S. RENDAHL, have refused to execute the Oath or Declaration necessary to complete the filing. Therefore, **Envirotest Systems Corporation (ESC)**, the rightful owner of the entire right title and interest of the present application have filed this Petition in accordance with 37 C.F.R. § 1.47 and MPEP §§ 409.01-409.03(j).

Respectfully submitted,

Mintz Levin Cohn Ferris Glovsky and Popeo, PC

Dated:

By: 

Christopher J. Cuneo
Registration No. 42,450

Mintz Levin Cohn Ferris Glovsky and Popeo, PC
11911 Freedom Drive, Suite 400
Reston, VA 20190
Telephone (703) 464-8159
Facsimile (703) 464-4895

RES 48170v1

JOINT DECLARATION FOR PATENT APPLICATION

As the below named inventors, we hereby declare that:

Our residence, post office addresses and citizenship are as stated below next to our names;

We believe that we are the original, first and joint inventors of the subject matter which is claimed and for which a patent is sought on the invention entitled REMOTE EMISSIONS SENSING SYSTEM WITH IMPROVED NO_x DETECTION, the specification of which

() Is attached hereto.

(X) was filed on November 13, 2000 as Application Serial Number 09/709,935 and was amended on

(If applicable)

We hereby state that we have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above.

We acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, § 1.56(a).

Prior Foreign Application(s)

We hereby claim foreign priority benefits under Title 35, United States Code, § 119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application(s) for patent or inventor's certificate having a filing date before that of the application on which priority is claimed:

Country	Application Number	Date of Filing (day, month, year)	Date of Issue (day, month, year)	Priority Claimed Under 35 U.S.C. 119
				Yes <input type="checkbox"/> No <input type="checkbox"/>
				Yes <input type="checkbox"/> No <input type="checkbox"/>

Prior United States Provisional Application(s)

We hereby claim the benefit under 37 C.F.R. §119(e) of any United States provisional application(s) listed below:

Application Number	Date of Filing (day, month, year)	Status - Patented, Pending, Abandoned
60/100,913	17 September 1998	

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo
One Financial Center
Boston, Massachusetts 02111
Tel: 617-542-6000
Fax: 617-542-2241

Attorney Docket No. 23439-054-402 (Formerly 47382.000112)

Prior United States Application(s)

We hereby claim the benefit under Title 35, United States Code, § 120 of any United States application(s) listed below, and insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, § 112, we acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, § 1.56(a) which occurred between the filing date of the prior application and the national or PCT International filing date of this application:

Application Number	Date of Filing (day, month, year)	Status - Patented, Pending, Abandoned
09/398,199	17 November 1999	Abandoned
09/520,166	03 July 2000	Abandoned

And we hereby appoint, both jointly and severally, as our attorneys with full power of substitution and revocation, to prosecute this application and to transact all business in the Patent and Trademark Office connected herewith the following attorneys, their registration numbers being listed after their names:

Kevin Ainsworth, Registration No. 39,586; Ingrid Beattie, Registration No. 42,306; William Belanger, Registration No. 40,509; Naomi Biswas, Registration No. 38,384; Bradford C. Blaise, Registration No. 47,429; Duane Blake, Registration No. 47,279; Yong Chol, Registration No. 43,324; David F. Crosby, Registration No. 36,400; Christopher J. Cuneo, Registration No. 42,450; Brett N. Dorny, Registration No. 35,860; Marianne Downing, Registration No. 42,870; Ivor R. Eirifi, Registration No. 39,529; Heidi A. Erlacher, Registration No. 45,409; James G. Gatt, Registration No. 32,694; Richard Gervase, Registration No. P-46,725; Matthew J. Golden, Registration No. 35,161; John A. Harre, Registration No. 37,345; Brian P. Hopkins, Registration No. 42,669; Shane Hunter, Registration No. 41,858; David E. Johnson, Registration No. 41,874; Christina Kamakls, Registration No. 45,899; Robert Klauzinski, Registration No. 42,742; Kristin E. Konzak, Registration No. 44,848; Cynthia Kozakiewicz, Registration No. 42,764; Barry Marenberg, Registration No. 40,715; William Marino, Registration No. 44,219; A. Jason Mirabito, Registration No. 28,161; Michel Morency, Registration No. Limited Recognition; Carol H. Peters, Registration No. 45,010; David Polder, Registration No. 43,007; Michael Renaud, Registration No. 44,299; Brian Rosenbloom, Registration No. 41,276; Thomas M. Sullivan, Registration No. 38,392; Janine Susan, Registration No. 46,119; Howard Susser, Registration No. 33,556; Raphael A. Valencia, Registration No. 43,216; Shelby J. Walker, Registration No. 45,192

All correspondence and telephone communications should be addressed to:

James G. Gallo
Mintz, Levin, Cohn, Ferris, Glovsky and Popeo
11911 Freedom Drive, Suite 400
Reston, VA 20190
Tel: 703-464-4800
Fax: 703-464-4895

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DEC 07 2001
PETITIONS OFFICE

We hereby declare that all statements made herein of our own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Signature _____ Date _____

Full Name of
First Inventor

DIDOMENICO
Family Name

John
First Given Name

Second Given Name

Residence

8810 East Bear Paw Place, Tucson, Arizona 85749

Citizenship

U.S.A.

Post Office
Address

Same as above

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo
One Financial Center
Boston, Massachusetts 02111
Tel: 617-542-6000
Fax: 617-542-2241

Attorney Docket No. 23438-054-402 (Formerly 47382.000112)

Signature _____ Date _____

Full Name of
Second Inventor **RENDAHL** **Craig** **S.**
Family Name First Given Name Second Given Name

Residence **4842 West Globeberry Street, Tucson, Arizona 85741**Citizenship **U.S.A.**Post Office
Address **Same as above**

Signature _____ Date _____

Signature _____ Date _____

Full Name of
Second Inventor **JOHNSON** **James** **H.**
Family Name First Given Name Second Given Name

Residence **4401 W. Crestview Road, Tucson, Arizona 85475**Citizenship **U.S.A.**Post Office
Address **Same as above**

Signature _____ Date _____

Mintz, Levin, Cohn, Ferris, Glovsky and P. peo
One Financial Center
Boston, Massachusetts 02111
Tel: 617-542-6000
Fax: 617-542-2241

JOINT DECLARATION FOR PATENT APPLICATION

(ADDED PAGE)

I, **Christopher Cuneo**, hereby declare that:

I am a citizen of the United States, residing at 15657 Limestone School Rd., Leesburg, Virginia 20176.

I am authorized to execute this Joint Declaration by the entity having sufficient proprietary interest and having a place of business at the following address:

Environmental Systems Products Holdings, Inc.

11 Kripes Road

East Granby, CT 06026-9720

United States of America

Environmental Systems Products is a parent organization of Envirotech Systems Corporation, the former employer of the above named inventors.

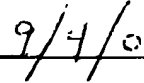
By virtue of this proprietary interest, I sign this JOINT DECLARATION FOR PATENT APPLICATION on behalf of, and as agent for, the above listed inventors who have refused to sign and/or cannot be found or reached and whose last known address is listed above.

Upon information and belief, and in accordance with 37 C.F.R. § 1.64(b), I aver those facts that the inventors are required to state.

Signature


Christopher Cuneo, Reg. No. 42,450

Date



RES 48187v1

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo
One Financial Center
Boston, Massachusetts 02111
Tel: 617-542-6000
Fax: 617-542-2241

Patent

Docket No.: 23439-054-402 (Formerly 47382.000112)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of:

John D. DIDOMENICO, *et al.*

Serial No.: 09/709,935

Filed: November 13, 2000

For: REMOTE EMISSIONS SENSING SYSTEM
WITH IMPROVED NO_x DETECTION

Group Art Unit: 3747

Examiner: Not yet assigned

FAX RECEIVED**DEC 07 2001****PETITIONS OFFICE**Assistant Commissioner for Patents
Washington, D.C. 20231**STATEMENT OF FACTS IN SUPPORT OF FILING ON BEHALF OF
NONSIGNING INVENTORS**

This is a statement of the facts relied upon to establish the diligent efforts to secure the execution of the Joint Declaration For Patent Application by the non-signing inventors for the above identified patent application. Also included is a statement of facts relied upon to show that this petition is necessary to preserve the rights of the parties and prevent irreparable damage.

The declarations and affidavits included with this statement are made by persons with first-hand knowledge of the facts recited therein.

Attached is the affidavit of Niranjan Vescio and sets forth facts pertaining to the necessity of this petition to preserve the rights of the parties and prevent irreparable damage.

Additional facts are set forth below.

Patent

Docket No.: 23439-054-402 (Formerly 47382.000112)

I, Christopher Cuneo declare that:

1. On information and belief, JOHN DIDOMENICO, JAMES H. JOHNSON AND CRAIG S. RENDAHL were employees of Environmental Systems Corp. or its predecessors in interest (referred to herein as ESC).
2. On information and belief, during their tenure at ESC, JOHN DIDOMENICO, JAMES H. JOHNSON AND CRAIG S. RENDAHL developed the invention that is the subject of the present application.
3. A provisional patent application (serial no. 60/100,913), from which the present application claims priority, was filed on September 17, 1998.
4. On information and belief, subsequent to September 17, 1998, JOHN DIDOMENICO AND CRAIG S. RENDAHL terminated their employment with ESP and joined SPX Corporation, a direct competitor of ESC.
5. On information and belief SPX employs Mr. Rendahl and Mr. DiDomenico to develop products intended to compete with ESC products.
6. On information and belief, subsequent to September 17, 1998, JAMES H. JOHNSON terminated his employment with ESC.
7. On information and belief, MR. DIDOMENICO, JAMES H. JOHNSON AND MR. RENDAHL have refused, either explicitly or by conduct, to execute the Joint Declaration For Patent Application.
8. On information and belief, on January 23, 2001, Devin S. Morgan, an agent of the firm previously responsible for the prosecution of this application, sent a letter by

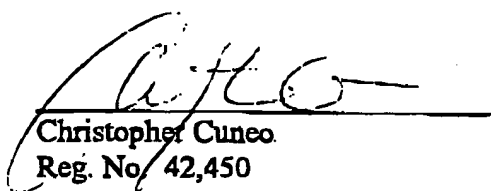
Patent
Docket No.: 23439-054-402 (Formerly 47382.000112)

- certified mail to the last known address for James H. Johnson. Copies of the letter, the envelope, and the certified mail receipt are attached.
9. On or about January 25, 2001 the above letter to Mr. Johnson was returned due to an expired forwarding order.
 10. On information and belief, in or about February 2000, John DiDomenico broke off correspondence with Kevin Dunleavy, an agent of the firm previously responsible for prosecution of this application.
 11. On or about September 21, 2000, I contacted John DiDomenico via electronic mail in order to renew discussions about executing the Joint Declaration For Patent Application.
 12. On September 21, 2000 John DiDomenico sent an electronic mail message indicating that he not be contacted at addresses associated with SPX (attached).
 13. In response to John DiDomenico's September 21, 2000 electronic mail, I attempted to contact John DiDomenico to establish an address at which he would receive correspondence. Mr. DiDomenico never supplied such an address.
 14. On information and belief, on January 23, 2001 Devin Morgan sent a letter to John DiDomenico via certified mail to Mr. DiDomenico's last known home address. Copies of the letter, receipt, and envelope are attached.
 15. On information and belief, the letter was returned on or about February 2001 with the envelope marked as "unclaimed."
 16. On information and belief, Kevin Dunleavy had been corresponding with Craig S. Rendahl on or about March 2000 in an attempt to have Mr. Rendahl execute the declaration for patent application.

Patent
Docket No.: 23439-054-402 (Formerly 47382.000112)

17. On information and belief, in about August 2001, Craig S. Rendahl indicated a willingness to execute the declaration for patent application upon receipt of an Information Disclosure Statement ("IDS") listing the prior art of which he alleged to be aware.
18. On or about October 2000, I sent via electronic mail, copies of IDSs listing the prior art alleged by Craig S. Rendahl and a request to execute the declaration for patent application. I sent a follow up electronic mail message enclosing the IDSs in the Spring of 2001.
19. To date, Mr. Rendahl has not returned an executed Joint Declaration For Patent Application.
20. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Date:

9/7/01
Christopher Cuneo
Reg. No. 42,450

RES 48196v1

HUNTON
WILLIAMS

1900 K STREET, N.W.
WASHINGTON, D.C. 20006-1109

TEL 202 • 935 • 1500
FAX 202 • 778 • 2201

DEVIN S. MORGAN
DIRECT DIAL 202 • 935 • 1965
EMAIL dmorgan@hunton.com

January 23, 2001

FILE NO. 2-382 000000

Via Certified Mail

Mr. James H. Johnson
4401 W. Crestview Road
Tucson, AZ 85745

Dear Mr. Johnson;

I am an attorney working for Environmental Systems Products, Inc., the parent company of Envirotech Systems Corp. and other related entities. I am assisting ESP with various matters related to its patent portfolio. During your time as an employee of ESP's family of companies, you were involved in the invention of several new technologies for which ESP is seeking or has sought patent protection. ESP requests your continued assistance in securing its patent rights.

Specifically, ESP needs your assistance reviewing and executing various documents related to patent applications for technologies you assisted in pioneering. Please contact me at your earliest convenience so that we can make arrangements for you to review and execute the necessary documents.

Patent rights and the administrative procedures for securing patent rights are costly and time sensitive. Any delay on your part may generate additional expenses for ESP and could jeopardize the company's valuable patent rights. I understand that you are probably busy with other things, but please make every effort to respond to me as soon as possible. I remind you of your continuing duty, pursuant your former employment, to assist ESP in securing its patent rights.

Thank you for your time and assistance in this matter.

Sincerely,

Hunton & Williams



Devin S. Morgan

From: John DiDomenico [mailto:jdidomen@spxateg.com]
Sent: Thursday, September 21, 2000 1:56 PM
To: Cuneo, Chris; CRendahl@spxateg.com
Cc: Gatto, Jim; Aksman, Stanislaus
Subject: Re: Envirotest Patent Applications

Please, do NOT sent me any communications for any reason to
any e-mail or
street address that belong to SPX Corporation.

John

- -

HUNTON &
WILLIAMS

1900 K STREET, N.W.
WASHINGTON, D.C. 20006-1109

TEL 202 - 955 - 1500
FAX 202 - 778 - 2201

DEVIN S. MORGAN
DIRECT DIAL: 202 - 955 - 1965
EMAIL: dmorgan@hunton.com

January 23, 2001

Via Certified Mail

FILE NO: 47382.000060

Mr. John DiDomenico
8810 E. Bear Paw Place
Tucson, AZ 85749

Dear Mr. DiDomenico;

We have previously contacted you with regard to various patent related matters for Environmental Systems Products, Envirotech Systems Corp, and other related entities (collectively "ESP"). Specifically, your assistance is needed reviewing and executing various documents related to patent applications for technologies you helped pioneer while employed with one or more ESP related entities.

We have requested your assistance with review and execution of documents related to each of the following applications: "REMOTE EMISSIONS SENSING SYSTEM WITH IMPROVED NO_x DETECTION," "VEHICULAR RUNNING LOSS DETECTION SYSTEM," "REMOTE EMISSIONS SENSING SYSTEM AND METHOD WITH A COMPOSITE BEAM OF IR AND UV RADIATION THAT IS NOT SPLIT FOR DETECTION," "REMOTE VEHICLE EMISSION SENSING DEVICE WITH SINGLE DETECTOR," "MULTILANE REMOTE SENSING DEVICE," and "EXHAUST OPACITY MEASURING DEVICE." However, you have been unresponsive to most of our correspondence. We have yet to receive the necessary documents from you in any of the above referenced cases.

Most recently, you expressed some concerns related to prior art for and commercialization of one or more inventions described in the applications listed above. Chris Cuneo contacted you via electronic mail on September 21, 2000 in an attempt to work with you to present the facts forming the basis of your concerns to the U.S. Patent and Trademark Office (PTO). Our hope was to amicably resolve your concerns, cite any necessary prior art to the PTO, and allow the legal scope of the patent applications to be determined by the PTO. You replied that you did not wish us to contact you at your place of business. However, you have refused to provide an alternate means of contacting you, as we requested. We are sending this letter to your residential address in hopes that you will be amenable to further communications through this channel.

In addition to renewing our prior requests, we request your assistance with an application for reissue of U.S. Patent No. 5,812,249, entitled "SPEED AND ACCELERATION

Z 597 421 763

US Postal Service

Receipt for Certified Mail

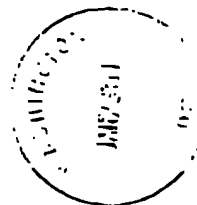
No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to	John DiDomenico
Street & Number	8810 E. Bear Paw Pl.
Post Office, State, & ZIP Code	Tucson AZ 85749
Postage	\$.34
Certified Fee	1.90
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.50
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date	\$ 3.74

PS Form 3800, April 1995

US MAIL



NC
1/25/01
1/30/01

CERTIFIED

Z 597 421 763

MAIL

HUNTON & WILLIAMS
1900 K STREET, N.W.
WASHINGTON, D.C. 20006-1109

Mr. John DiDomenico
8810 E. Bear Paw Place
Tucson, AZ 85749

UNCLAIMED

TO
Devin
Morgan

A5749-A326 1A


Declaration of Niranjan Vescio

I, Niranjan Vescio, hereby declare the following:

1. I am an employee of Envirotech Systems Corporation (ESC). My responsibilities include monitoring competitors.
2. On information and belief, John DiDomenico, and Craig S. Rendahl are employed by SPX Corporation (SPX) to develop products that directly compete with ESC products.
3. On information and belief, James H. Johnson was employed by MD LaserTech, LTD. (MD Laser) to develop products that compete with ESC products.
4. I have personally witnessed presentations, obtained promotional material and had discussions with other industry personnel that substantiate my belief that SPX and MD Laser are developing competing products.
5. At the 2000 CRC conference in San Diego, California, I personally witnessed Mr. Rendahl deliver a presentation in which he highlighted various aspects of SPX's plan to design, manufacture and market a remote sensing device to compete against ESP products.
6. At the 2001 CRC conference, I witnessed SPX present a poster that described progress made in the development of their remote sensing device. At that conference I witnessed Mr. John DiDomenico, as chief engineer for SPX, describe some of SPX's technical achievements. I also witnessed Dr. Glan Sachse, a NASA collaborator, elaborate on some of the technical aspects of SPX's products which are being developed to compete against ESP's remote sensing device.

7. I have visited the SPX website page (<http://www.shareholder.com/spx/news/20000719-18037.cfm>) (copy attached) that announces SPX's license to use NASA technology to develop a remote sensing device which will compete against ESP products. This same announcement quotes Mr. Rendahl as saying "we expect to begin manufacturing a highly enhanced remote sensing device before the end of 2001."
8. I have visited the MD Laser website (<http://www.md-lasertech.com/profile.html>) (copy attached) that describes MD Laser's products that are designed to compete with ESP products.
9. I have obtained a promotional CD-ROM disk that describes SPX's interest in developing a remote sensing device that competes with ESP products.
10. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Date: Aug. 1, 2001


Niranjana Vescio

Title: Technical Marketing Director

SPX Corporation

SPX

SPW \$116.25 +1.5 4:03 PM ET - Sep 3

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Press Releases

SPX Service Solutions to Adapt Nasa Satellite Technology to Monitor Vehicle Pollution

KALAMAZOO, MICHIGAN - JULY 19, 2000 – SPX Service Solutions, a unit of SPX Corporation (NYSE:SPW) today announced that it has received the exclusive license to use patented NASA technology for use in developing a new remote sensing device to monitor motor vehicle exhaust.

Cities and states may soon have a new high-tech tool in the battle against automotive air pollution, thanks to NASA satellite technology originally developed to track global greenhouse gases and the Earth's protective ozone layer. As envisioned, NASA's atmospheric remote sensing technology will be adapted to an autonomous roadside system to monitor motor vehicle emissions.

Cars and trucks will pass through a low-power light beam, without stopping or slowing down. Space-age sensor technology will instantly analyze vehicle exhaust pollutants important to local and state governments working to meet federally mandated air quality standards.

"Taking an accurate reading of several exhaust products as a car passes by is a formidable challenge. We want to take a measurement of all the gases of interest every one thousandth of a second over a period of a half-second. Fortunately, our newest remote sensing technology has that capability," said Glen Sachse, senior research scientist at NASA Langley Research Center, Hampton, VA. Sachse is one of six team members who invented the highly sensitive electro-optical system at the core of the technology.

"Remote testing of vehicle exhaust will provide governments around the world with a fast, efficient and low-cost method to identify and reduce motor vehicle air pollution and greenhouse gases, which account for approximately half of all air pollution," said Craig Rendahl, Remote Sensing business leader for SPX Service Solutions.

"With the number of vehicles on the road increasing every year, we believe there is a significant global market for technology of this nature," said Rendahl. "SPX will offer a basic unit which will be available at the end of 2000. With the help of NASA, we expect to begin manufacturing a highly enhanced remote sensing device before the end of 2001. This second-generation product will contain many other features, including the capability to test heavy-duty diesel vehicles."

Remote Sensing Systems



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Company Profile

MD LaserTech was founded in 1998 to provide high quality remote sensing services and technology to states and government agencies as a complement their vehicle emissions control programs.

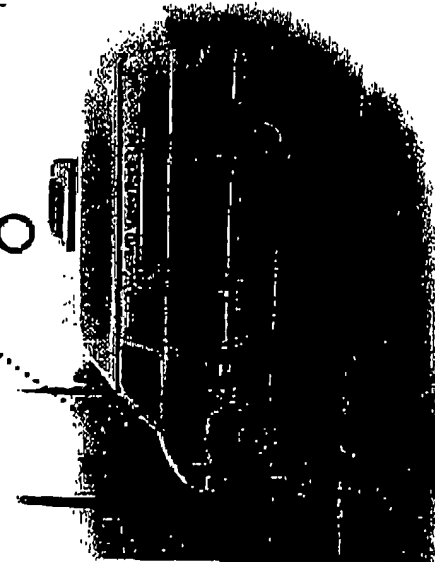
Highly experienced remote sensing and emissions systems development personnel founded MD LaserTech. The team has many years experience in the development, deployment, manufacture and operation of vehicle emissions testing and remote sensing technology and equipment

MD LaserTech offers the industry's most advanced remote sensing systems for 2-Gas, 4-Gas and diesel opacity emissions analysis. In addition to products for emissions applications, MD LaserTech also offers advanced remote sensing systems for speed limit enforcement.

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our [Personnel](#)

Patent

Docket No.: 23439-054-402 (Formerly 47382.000112)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of:

John D. DIDOMENICO, *et al.*

Serial No.: 09/709,935

Filed: November 13, 2000

Group Art Unit: 3747

Examiner: Not yet assigned

For: REMOTE EMISSIONS SENSING SYSTEM
WITH IMPROVED NO_x DETECTION

Assistant Commissioner for Patents
Washington, D.C. 20231

STATEMENT ESTABLISHING A PROPRIETARY INTEREST

I, Christopher Cuneo, residing at 15657 Limestone School Rd., Leesburg, VA 20176, am the person signing the declaration on the above-identified application on behalf of the non-signing inventor(s) and make this statement as to the facts establishing the proprietary interest of **Envirotest Systems Corp. (ESC)**:

The proprietary interest of in this invention belongs to:

Environmental Systems Products Holdings, Inc.

11 Kripes Road

East Gramby, Connecticut 06026

Through its subsidiary:

Envirotest Systems Corporation

2002 N. Forbes Boulevard

Tucson, Arizona 85745-1446

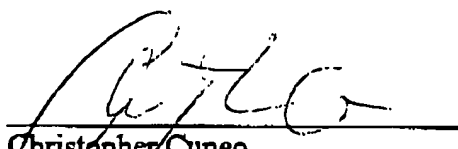
Patent
Docket No.: 23439-054-402 (Formerly 47382.000112)

I am authorized to sign on behalf of ESC, as per the authorization of General Counsel, Laurence D. Hurwitz, Esq. (copy of email authorization attached).

I establish proprietary interest by attaching a copy of the agreements whereby each of the non-signing inventors agreed to assign this invention.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Date: 7/4/01



Christopher Cuneo
Reg. No. 42,450

RES 48204v1

Cuneo, Christopher J.

From: Larry.Hurwitz@atest.com
Sent: Wednesday, August 29, 2001 5:13 PM
To: Cuneo, Christopher J.
Subject: RE: CONFIDENTIAL

Sensitivity: Confidential

Consider this as authorization to sign on behalf of the company.

-----Original Message-----

From: Cuneo, Christopher J. [mailto:CJCuneo@Mintz.com]
Sent: Wednesday, August 29, 2001 5:07 PM
To: Laurence D. Hurwitz (E-mail)
Subject: CONFIDENTIAL
Importance: High
Sensitivity: Confidential

CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGED

Dear Larry,

We are preparing petitions to the Commissioner of the U.S. Patent Office that, if granted, will enable eSP to prosecute the patent applications filed in the names of John DiDomenico and the other ex-employees. As part of the petitions we will need to file a declaration on behalf of the inventors that must be signed by either an authorized officer of eSP or a registered patent attorney with authorization to sign on behalf of the company.

As we will be preparing a number of these petitions, I believe it would be easier logistically if eSP authorizes the following registered patent attorneys and agents to execute the declarations:

James G. Gatto
Christopher J. Cuneo
Raphael A. Valencia
Brian S. Rosenbloom
Bradford C. Blaise

The above people work in Mintz Levin's Reston office under Jim's supervision. Authorization may be granted via response to this email. We need authorization as soon as possible as some of these petitions are due in early September. If you have any questions or comments, please do not hesitate to contact me.

Thanks,

-Chris

Christopher Cuneo
Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
One Fountain Square
11911 Freedom Drive
Reston, Virginia 20190
Telephone: 703-464-8159
Facsimile: 703-464-4895
email: ccuneo@mintz.com

As a condition and in consideration of my employment by Envirotest Systems Corp., Inc. or any direct or indirect parent of it or any direct or indirect subsidiary of any of them, their successors or assigns (hereinafter referred to collectively as the Employer), I, the Employee named below, agree as follows:

1. Unless the Employer has acquired specific authorization, I will not disclose to or use in my work with the Employer any proprietary information of others, including any of my prior employers.

2. I will not either during or after my employment, use, publish or otherwise disclose, except for the Employer's benefit in course of such employment, any technical or business information developed by, for or at the expense of the Employer, or assigned or entrusted to the Employer by me or anyone else, unless such information is generally known outside of the Employer; and I will deliver to or leave with the Employer all written and other materials containing such information upon termination of my employment.

3. I agree that all trade secrets, all inventions, all works of authorship (including illustrations, writings, mask works, software and computer programs), and all other business or technical information created or conceived by me, either alone or with others, while employed by the Employer and related to the existing or contemplated business or research of the Employer or resulting from my work with the Employer, belong to the Employer. Until proven otherwise, any invention shall be presumed to have been conceived during such employment if within one (1) year after termination of such employment it is disclosed to others, or it is completed, or it has a patent application filed thereon.

4. I will promptly disclose to the Employer all trade secrets, inventions, works of authorship, and information which belong to the Employer under paragraph 3 above; and I will assign to the Employer, or to others as directed by the Employer, all of my interest in such inventions and works of authorship, and I will execute any papers and do any acts which the Employer may consider necessary to secure to it any and all rights relating to such inventions and works of authorship, including all patents and copyrights (and renewals thereof) in any country.

5. I understand that the Employer agrees to pay to me, in addition to my salary and wages, the sum of One Hundred Dollars (\$100) upon the granting of a United States Patent on an invention assigned under the provisions of paragraph 4.

This agreement supersedes all prior oral or written agreements and is effective with respect to the subject matter hereof subsequent to the date executed. This Agreement does not alter nor shall it be deemed to alter, the employment relationship, whether at-will or contractual, between the Employer and the Employee.

I acknowledge receipt of an executed copy of this Agreement. This Agreement is executed this day of 4/01 1996 at BSTI HQ, TULSON, MD

ENVIROTEST SYSTEMS CORP.

by

Print Name JOHN DI DOMENICO

Title MANAGER OF ENGINEERING

EMPLOYEE

Signature [Signature]

Print Name CHRIS S. BENDALL

Address 11773 N GLENVIEW RD, NASHVILLE, TN 37217

INTELLECTUAL PROPERTY AGREEMENT

As a condition and in consideration of my employment by Envirotech Systems Corp., Inc., or any direct or indirect parent of it or any direct or indirect subsidiary of any of them, their successors or assigns (hereinafter referred to collectively as the Employer), I, the Employee named below, agree as follows:

1. Unless the Employer has acquired specific authorization, I will not disclose to or use in my work with the Employer any proprietary information of others, including any of my prior employers.

2. I will not, either during or after my employment, use, publish or otherwise disclose, except for the Employer's benefit in course of such employment, any technical or business information developed by, for or at the expense of the Employer, or assigned or entrusted to the Employer by me or anyone else, unless such information is generally known outside of the Employer; and I will deliver to or leave with the Employer all written and other materials containing such information upon termination of my employment.

3. I agree that all trade secrets, all inventions, all works of authorship (including illustrations, writings, mask works, software and computer programs), and all other business or technical information created or conceived by me, either alone or with others, while employed by the Employer and related to the existing or contemplated business or research of the Employer or resulting from my work with the Employer, belong to the Employer. Until proven otherwise, any invention shall be presumed to have been conceived during such employment if within one (1) year after termination of such employment it is disclosed to others, or it is completed, or it has a patent application filed thereon.

4. I will promptly disclose to the Employer all trade secrets, inventions, works of authorship, and information which belong to the Employer under paragraph 3 above; and I will assign to the Employer, or to others as directed by the Employer, all of my interest in such inventions and works of authorship, and I will execute any papers and do any acts which the Employer may consider necessary to secure to it any and all rights relating to such inventions and works of authorship, including all patents and copyrights (and renewals thereof) in any country.

5. I understand that the Employer agrees to pay to me, in addition to my salary and wages, the sum of One Hundred Dollars (\$100) upon the granting of a United States Patent on an invention assigned under the provisions of paragraph 4.

This agreement supersedes all prior oral or written agreements and is effective with respect to the subject matter hereof subsequent to the date executed. This Agreement does not alter nor shall it be deemed to alter, the employment relationship, whether at-will or contractual, between the Employer and the Employee.

I acknowledge receipt of an executed copy of this Agreement. This Agreement is executed this 025 day of 025 1994 at WILSON AZ.

ENVIROTEST SYSTEMS CORP.
by Peter Mikula
Print Name P. Mikula
Title HR Associate

EMPLOYEE
Signature [Signature]
Print Name JAMES H. JOHNSON
Address 1950 QUAIL COURT
WOODBRIDGE IL 60099

D. Domenech

INTELLECTUAL PROPERTY AGREEMENT

As a condition and in consideration of my employment by Envirotest Systems Corp., Inc., or any direct or indirect parent of it or any direct or indirect subsidiary of any of them, their successors or assigns (hereinafter referred to collectively as the Employer), I, the Employee named below, agree as follows:

1. Unless the Employer has acquired specific authorization, I will not disclose to or use in my work with the Employer any proprietary information of others, including any of my prior employers.

2. I will not, either during or after my employment, use, publish or otherwise disclose, except for the Employer's benefit in course of such employment, any technical or business information developed by, for or at the expense of the Employer, or assigned or entrusted to the Employer by me or anyone else, unless such information is generally known outside of the Employer, and I will deliver to or leave with the Employer all written and other materials containing such information upon termination of my employment.

3. I agree that all trade secrets, all inventions, all works of authorship (including illustrations, writings, mask works, software and computer programs), and all other business or technical information created or conceived by me, either alone or with others, while employed by the Employer and related to the existing or contemplated business or research of the Employer or resulting from my work with the Employer, belong to the Employer. Until proven otherwise, any invention shall be presumed to have been conceived during such employment if within one (1) year after termination of such employment it is disclosed to others, or it is completed, or it has a patent application filed thereon.

4. I will promptly disclose to the Employer all trade secrets, inventions, works of authorship, and information which belong to the Employer under paragraph 3 above; and I will assign to the Employer, or to others as directed by the Employer, all of my interest in such inventions and works of authorship, and I will execute any papers and do any acts which the Employer may consider necessary to secure to it any and all rights relating to such inventions and works of authorship, including all patents and copyrights (and renewals thereof) in any country.

5. I understand that the Employer agrees to pay to me, in addition to my salary and wages, the sum of One Hundred Dollars (\$100) upon the granting of a United States Patent on an invention assigned under the provisions of paragraph 4.

This agreement supersedes all prior oral or written agreements and is effective with respect to the subject matter hereof subsequent to the date executed. This Agreement does not alter nor shall it be deemed to alter, the employment relationship, whether at-will or contractual, between the Employer and the Employee.

I acknowledge receipt of an executed copy of this Agreement. This Agreement is executed this 25TH day of April 1994 at Tucson Az

ENVIROTEST SYSTEMS CORP.

by P. Micheloni
Print Name P. Micheloni
Title HR Associate

EMPLOYEE

Signature [Signature]
Print Name John DiDomencia
Address 1425 BRADY AVE

AVONQUIN, IL 60102
TOTAL P.84

TOTAL P.84

PATENT
Attorney Docket No.: 23439-054-402
(formerly 47382.000112)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANTS : JOHN D. DIDOMENICO, et al.
SERIAL NUMBER : 09/709,935
FILING DATE : November 13, 2000
FOR : REMOTE EMISSIONS SENSING SYSTEM
WITH IMPROVED NO_x DETECTION

EXAMINER : Not assigned
ART UNIT : 3747

Assistant Commissioner for Patents
Washington, D.C. 20231

NOTICE OF CHANGE OF CORRESPONDENCE ADDRESS

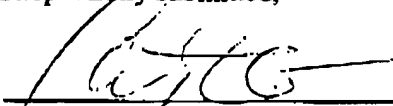
ASSISTANT COMMISSIONER FOR PATENTS
WASHINGTON, D.C. 20231

Sir:

It is hereby requested that all correspondence regarding this application be sent to James G. Gatto at the firm of MINTZ, LEVIN, COHN, FERRIS, GLOVSKY AND POPEO, P.C., whose Post Office address is: 11911 Freedom Drive, Suite 400, Reston, Virginia 20190.

Date: 9/4/01

Respectfully submitted,


Christopher J. Cuneo, Registration No. 42,450
MINTZ, LEVIN, COHN, FERRIS,
GLOVSKY AND POPEO P.C.
11911 Freedom Drive, Suite 400
Reston, Virginia 20190
703-464-8159

Attorneys for Applicants



UNITED STATES PATENT AND TRADEMARK OFFICE

COMMISSIONER FOR PATENTS
UNITED STATES PATENT AND TRADEMARK OFFICE
WASHINGTON, D.C. 20231
www.uspto.gov

APPLICATION NUMBER	FILING/RECEIPT DATE	FIRST NAMED APPLICANT	ATTORNEY DOCKET NUMBER
09/709,935	11/13/2000	John Didomenico	47382.000112

CONFIRMATION NO. 3776

FORMALITIES LETTER



James G Gatto Esq
Hunton & Williams
1900 K Street NW
Washington, DC 20006-1109

Date Mailed: 03/02/2001

NOTICE TO FILE MISSING PARTS OF NONPROVISIONAL APPLICATION

FILED UNDER 37 CFR 1.53(b)

Filing Date Granted

An application number and filing date have been accorded to this application. The item(s) indicated below, however, are missing. Applicant is given TWO MONTHS from the date of this Notice within which to file all required items and pay any fees required below to avoid abandonment. Extensions of time may be obtained by filing a petition accompanied by the extension fee under the provisions of 37 CFR 1.136(a).

- The oath or declaration is missing.
- To avoid abandonment, a late filing fee or oath or declaration surcharge as set forth in 37 CFR 1.16(e) of \$130 for a non-small entity, must be submitted with the missing items identified in this letter.
- The balance due by applicant is \$ 130.

*A copy of this notice **MUST** be returned with the reply.*

Customer Service Center

Initial Patent Examination Division (703) 308-1202

PART I - ATTORNEY/APPLICANT COPY

DOCKETED	: 86-01
ACTION CODE	: Dec/Oath/Fees due
BASE DATE	: 3-2-01
DUE DATE	: 5-2-01
DEADLINE	: 9-2-01
ATTORNEY'S	: JGG/YG/SA
INITIALS	: GW/vrp

QNS
Keb

HUNTON &
WILLIAMS

Mr. John DiDomenico

January 23, 2001

Page 2

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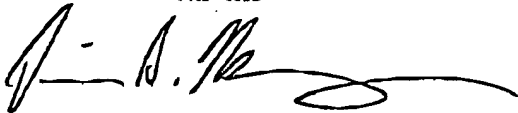
MONITORING DEVICE USING VISIBLE LASER BEAMS. You are one of the inventors on this patent and previously executed a declaration and assignment relating to it. Because we are applying for a broadening reissue, a new declaration must be submitted. A copy of the issued patent, the reissue claims and the reissue declaration are enclosed for your review and signature. Please review the patent and claims, sign the declaration, and return it to me.

Patent rights and the administrative procedures for securing patent rights are costly and time sensitive. Any delay on your part may generate additional expenses for ESP and could jeopardize ESP's valuable patent rights. I understand that you may now have competing interests. I remind you of your continuing duty, pursuant your former employment, to assist ESP in securing its patent rights. As you may be aware, if you refuse to assist ESP, PTO rules provide a vehicle for protecting ESP's rights. We intend to take whatever steps are necessary on behalf of ESP to protect their rights. We continue to be willing to make every reasonable effort to resolve any issues you may have and seek a speedy resolution to this matter.

Please contact me at your earliest convenience so that we may work to a resolution of these matters. Thank you for your time and assistance.

Sincerely,

Hunton & Williams



Devin S. Morgan

703 308 6916

*** RX REPORT ***

RECEPTION OK

TX/RX NO	8870
CONNECTION TEL	703 464 4895
CONNECTION ID	
START TIME	12/07(FR)13:28
USAGE TIME	09'15"
PGS.	36
RESULT	OK